

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MICHAEL REIS, SR. and)	
LAWRENCE J. KATZ, on Their Own)	Civil Action
Behalf and as Assignees of)	No. 05-CV-01651
Weaver Nut Company, Inc.,)	
)	
Plaintiffs)	
)	
vs.)	
)	
BARLEY, SNYDER, SENFT)	
& COHEN LLC.,)	
)	
Defendant)	

AMENDED ORDER¹

NOW, this 2nd day of April, 2007, upon consideration of Defendant's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6), which motion was filed May 2, 2006; upon consideration of Plaintiffs' Opposition to Defendant's Motion to Dismiss Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6), which opposition was filed May 19, 2006; upon consideration of the briefs of the parties; after oral argument held November 28, 2006; and for the reasons expressed in the accompanying Opinion,

IT IS ORDERED that defendant's motion to dismiss is granted in part, and denied in part.

¹ This Amended Order modifies the Order dated and filed March 30, 2007 to change all references to the cause of action alleged in Count IV of plaintiffs' Amended Complaint from "interference with an advantageous relationship" to "tortious interference with contractual relations". The amendment also adds this footnote of explanation as footnote 1 and renumbers the original footnotes accordingly. In all other respects this Amended Order is identical to the original Order.

IT IS FURTHER ORDERED that defendant's motion to dismiss the claim of breach of fiduciary duty brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, in their individual capacities, against defendant in Count I of plaintiffs' Amended Complaint, is granted.

IT IS FURTHER ORDERED that the claim of breach of fiduciary duty brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, individually, is dismissed from Count I of plaintiffs' Amended Complaint.

IT IS FURTHER ORDERED that defendant's motion to dismiss the claim of professional negligence brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, individually, against defendant in Count II of plaintiffs' Amended Complaint, is granted.

IT IS FURTHER ORDERED that the claim of professional negligence brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, individually, is dismissed from Count II of plaintiffs' Amended Complaint.

IT IS FURTHER ORDERED that defendant's motion to dismiss Count III of plaintiffs' Amended Complaint is granted.²

IT IS FURTHER ORDERED that Count III is dismissed from plaintiffs' Amended Complaint.

² Count III alleges a cause of action for abuse of process brought by plaintiffs Reis and Katz, individually, against defendant.

IT IS FURTHER ORDERED that defendant's motion to dismiss the claim of tortious interference with contractual relations brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, individually, against defendant in Count IV of plaintiffs' Amended Complaint, is granted.

IT IS FURTHER ORDERED that the claim of tortious interference with contractual relations brought by plaintiffs Michael Reis, Sr. and Lawrence J. Katz, individually, is dismissed from Count IV of plaintiffs' Amended Complaint.

IT IS FURTHER ORDERED that defendant's motion to dismiss Count V of plaintiffs' Amended Complaint is granted.³

IT IS FURTHER ORDERED that Count V is dismissed from plaintiffs' Amended Complaint.

IT IS FURTHER ORDERED that, in all other respects, defendant's motion to dismiss is denied.⁴

³ Count V alleges a cause of action for conversion brought by plaintiffs Reis and Katz, individually, against defendant.

⁴ As a result of these rulings, the following six claims against defendant Barley Snyder remain in this lawsuit: Count I: (1) breach of fiduciary duty brought by plaintiffs as assignees of the rights of Weaver Nut Company, Inc. ("Company"); (2) aiding and abetting breach of a fiduciary duty brought by plaintiffs individually; (3) aiding and abetting breach of a fiduciary duty brought by plaintiffs as assignees of the Company. Count II: (4) professional negligence brought by plaintiffs as assignees of the Company. Count IV: (5) tortious interference with contractual relations brought by plaintiffs as assignees of the Company. Count VI: (6) breach of contract brought by plaintiffs as assignees of the Company. (Defendant did not include Count VI in its motion to dismiss. Accordingly, Count VI remains in the Amended Complaint.)

IT IS FURTHER ORDERED that defendant shall have until April 30, 2007 to file a response to plaintiffs' Amended Complaint.

BY THE COURT:

/s/ James Knoll Gardner
James Knoll Gardner
United States District Judge